

TOWN OF EAST HAMPTON  
FACILITY EVALUATION RFP#2015-33015

Name of Firm	Location	Quoted Price Not to Exceed	Hourly Rate
Strong Design Associates	Manchester CT	\$15,200	\$95
Kaestle Boos	New Britain CT	\$35,000	\$200 variable
Tecton Architects	Hartford CT	\$38,500	\$175 variable
Moser Pilson Nelson	Wethersfield CT	\$53,900	\$210 variable
Friar Associates	Farmington CT	\$8,000	\$190 variable

## Memorandum of Agreement

The Town of East Haddam (hereinafter "East Haddam") and the Town of East Hampton (hereinafter "East Hampton") (collectively referred to as the "parties") seek to create a Regional Animal Control Department covering East Haddam and East Hampton.

In order to create a Regional Animal Control Department, the parties hereby agree to the following:

1. Effective July 1, 2015 (or on a mutually agreed upon date prior to July 1, 2015), the parties will commence use of a Regional Animal Control Department.
2. East Haddam will retain all administrative control of the Regional Animal Control Department, including, but not limited to, the budget, dog pound and employees.
3. The Regional Animal Control Department will be staffed by one (1) Animal Control Officer and four (4) Assistant Animal Control Officers.
4. The Animal Control Officer and Assistant Animal Control Officers will be considered employees of East Haddam and be paid wages by East Haddam.
5. In the event that the Animal Control Officer and/or Assistant Animal Control Officers are eligible for any benefits, such benefits will be provided by East Haddam.
6. State, federal, workers' compensation and unemployment taxes that are required to be paid with respect to the Animal Control Officer and Assistant Animal Control Officers shall be paid by East Haddam.
7. The Animal Control Officer and Assistant Animal Control Officers will be responsible for all animal control duties and responsibilities for both towns twenty four hours per day/seven days per week/three hundred sixty five days per year in accordance with a schedule set forth by East Haddam.
8. East Haddam and East Hampton will maintain their own respective vehicles for use by the Animal Control Officer and Assistant Animal Control Officers. Gasoline, maintenance, service, repairs and auto insurance shall be the responsibility of the town that owns the vehicles.
9. East Haddam and East Hampton agree to establish and maintain their own respective replacement funds for the vehicles. Funding of the respective replacements funds shall be determined by each town.

10. A list of the Animal Control Officer and Assistant Animal Control Officers will be provided to East Hampton upon execution of this Agreement. Additionally, East Haddam will provide East Hampton with a copy of the Animal Control Officer's license and the Assistant Animal Control Officers' licenses upon the execution of this Agreement and upon the hiring of any new employees.
11. In the event that any new employees are hired (and/or current employees separate from employment), East Haddam will advise East Hampton, in writing, of the names of the individuals.
12. East Hampton will pay East Haddam an annual fee to provide and oversee all Animal Control required services. Such fee must be remitted to East Haddam no later than July 8<sup>th</sup> annually.
13. For the period from July 1, 2015 through June 30, 2016, East Hampton shall pay East Haddam \$43,000.00 for such services.
14. For the period from July 1, 2016 through June 30, 2017, East Hampton shall pay East Haddam \$44,290.00 for such services.
15. For the period from July 1, 2017 through June 30, 2018, East Hampton shall pay East Haddam \$45,620.00 for such services.
16. For the period from July 1, 2018 through June 30, 2019, East Hampton shall pay East Haddam \$46,985.00 for such services.
17. For the period from July 1, 2019 through June 30, 2020, East Hampton shall pay East Haddam \$48,400.00 for such services.
18. In the event that the parties mutually agree to commence use of the Regional Animal Control Department prior to July 1, 2015, East Hampton shall pay East Haddam \$3,000.00 per month through June 30, 2015 (or a pro-rated portion of \$3,000.00 if the start date is not the first of the month).
19. This Agreement shall be for the period from July 1, 2015 through June 30, 2020 (unless terminated prior to such date as set forth under paragraphs 20, 22, 23 or 24 herein).
20. Upon the expiration date of this Agreement, it shall automatically renew for an additional one (1) year period (and additional one (1) year periods thereafter), unless written notice to terminate or renegotiate is provided by either party thirty (30) days prior to the applicable termination date.

21. In the event that this Agreement automatically renews, the fee provided by East Hampton to East Haddam for the prior fiscal year shall be increased by three percent (3%) for the subsequent fiscal year.
22. This Agreement may be terminated at anytime by mutual written agreement of the parties.
23. This Agreement may be terminated without cause by either party with one hundred (120) days advance written notice to the other party.
24. This Agreement may be terminated by either party due to a material breach of any of the terms of this Agreement.
25. In the event that a party to this Agreement claims that there has been a material breach of the Agreement, the claiming party must advise the other party, in writing, of the specific alleged breach and provide the other party with thirty (30) days from the date of the notice to cure the alleged breach.
26. If the breach is not cured within the thirty (30) day time frame, this Agreement shall be null and void and not enforceable.
27. In the event that this Agreement is terminated during the life of the Agreement, East Haddam will reimburse East Hampton a pro-rata amount of the fee paid (as set forth under paragraphs 13-17) for the remainder of the applicable year (commencing on July 1<sup>st</sup> through June 30<sup>th</sup>).
28. This Agreement is subject to approval by the parties' respective legislative bodies.

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Town of East Haddam

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Town of East Hampton

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Date

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Date

**AMENDMENT NO. 2015-1  
TO THE  
TOWN OF EAST HAMPTON RETIREMENT INCOME PLAN**

The Town of East Hampton Retirement Income Plan (the "Plan") is hereby amended effective May 1, 2015, pursuant to Section 15.1 of the Plan as follows:

I.

Article V of the Plan is amended by adding the following new Section 5.5 at the end thereof:

**5.5 One-Time Early Retirement Window**

A Participant who is a member of the Municipal Employees Union Independent is eligible to retire and receive the benefits described in Section 5.2 as of May 1, 2015 if such Participant meets the following criteria:

- (a) has attained the age of 80 by adding the age of the Employee plus the Years of Service as of May 1, 2015;
- (b) is eligible to receive a benefit pursuant to Section 5.1 from the Plan as of May 1, 2015, but has not commenced receiving benefits from the Plan; and
- (c) retires from employment with the Employer on May 1, 2015.

Any Participant who is eligible to retire pursuant to the provisions of this Section must make such election in writing by the close of business on April \_\_, 2015. Any eligible Participant who elects to retire pursuant to this Section shall be entitled to receive the normal retirement benefit as provided in Section 5.2 above commencing on the date provided in Section 5.4.

II.

If there shall be any inconsistency between the provisions of this Amendment 2015-1 and the provisions of the Plan as amended, this Amendment 2015-1 shall control.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF EAST HAMPTON

By: \_\_\_\_\_  
Its



April 24, 2015

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$3,147.48.

Thank you for your assistance.

*Nancy Hasselman, CCMC*

Nancy Hasselman, CCMC  
Collector of Revenue

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1,936.98 +

418.69 +

93.37 +

204.36 +

304.37 +

189.71 +

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